

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to Arizona Revised Statutes Section 11-951 through 11-954, as amended, by and between the Arizona Department of Transportation hereinafter referred to as ADOT and the Town of Oro Valley, hereinafter referred to as TOWN.

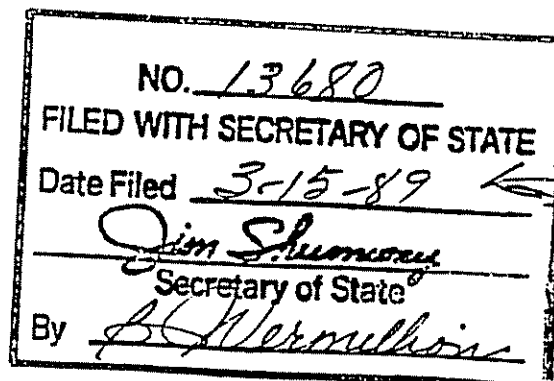
RECITALS

1. The ADOT has need for a work force to perform certain maintenance work along specified State highways in the Town of Oro Valley.
2. The TOWN desires to provide employment training opportunities for individuals, hereinafter referred to as Laborers, under order of the Oro Valley Magistrate Court.
3. The TOWN is willing and able to provide Laborers that are healthy and physically capable of performing outdoor manual work for ADOT maintenance projects.
4. The ADOT and the TOWN wish to enter into an Intergovernmental Agreement for the purpose of setting forth the terms and conditions for said services.
5. The ADOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement.
6. The TOWN is empowered by Arizona Revised Statutes Section 11-952 to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the covenants and agreements by the parties herein made to be kept and performed, the parties agree as follows:

DEFINITIONS

1. Work Unit is a group containing a minimum of five (5) Laborers and a minimum of one (1) supervisor.
2. Work Task is manual labor related to highway maintenance activities including but not limited to:



- a. Litter pick-up
- b. Roadside and median brush and weeds removal
- c. Landscaped area maintenance
- d. Roadside drainage maintenance
- e. Other tasks as may be mutually agreed upon.

No work will be performed in the traveled portion of the roadway.

3. Work Day is typically Monday through Friday, eight (8) hours per day, including travel time.

AGREEMENT

The ADOT shall:

1. Designate an ADOT representative responsible for coordinating with the TOWN on all matters pertaining to the terms and functioning of this Agreement.
2. Schedule Work Tasks that will require no less than one Work Unit per Work Day. Provide a Work Plan to the TOWN on a continuous basis to assure that the TOWN can schedule work no less than two (2) weeks in advance.
3. Monitor the work through a representative as designated by the Town and provide guidance when necessary.
4. Inspect completed work and advise the TOWN regarding acceptability.
5. Furnish hard hats, hand tools, equipment and materials as needed.
6. Furnish traffic control in accordance with ADOT Traffic Control Manual.
7. Pay the TOWN at the rate of \$0.35 per man-hour for work performed by the Laborers. There shall be no payment for travel time to and from the job site.

The TOWN shall:

1. Provide transportation to/ from job sites, water, and sanitary facilities for the Laborers.
2. Designate a TOWN administrative employee responsible for coordinating with ADOT on all matters pertaining to the terms and functioning of this Agreement.

3. Provide a Work Schedule, by work units and times including anticipated completion date, to accomplish the work identified in the Work Plan.
4. Be responsible for all necessary security measures and be fully liable for the actions of Laborers.
5. Be responsible for ADOT nonexpendable tools and equipment, and return them as directed by ADOT Coordinator; or secure same for future use.
6. Prepare a daily work report and submit weekly to the ADOT Coordinator.
7. Furnish certificates to ADOT showing insurance in force for the following minimum amounts:

Liability Insurance (Including coverage for contractual liability and loss, damage or destruction of ADOT property in the TOWN'S care, control or custody) in the amount of \$1,000,000.

Insurance Certificates shall name the ADOT as additional insured. Such certificates are to be delivered to ADOT concurrently with execution of this contract.

It is mutually agreed that:

1. The term of this Agreement shall be for a period of one year beginning upon filing with Secretary of State; thereafter, this agreement may be renewed by formal amendment for one-year periods.
2. The location of the work is within the town limits of Oro Valley. Laborers may be assigned to work anywhere within that area.
3. The ADOT may require that the TOWN remove from the job covered by this Agreement Laborers who endanger persons or property, or whose continued employment under this Agreement is inconsistent with the interest of the ADOT.
4. This Agreement may be terminated at the sole discretion of either party hereto upon thirty (30) days written notice.
5. The TOWN agrees to indemnify and save harmless the ADOT, any of its departments, agencies, officers, and employees from any and all liability, loss or damage the ADOT may suffer as a result of claims, demands, costs, or judgements arising out of the performance or nonperformance of the TOWN or its Laborers in carrying out any provisions of this Agreement.

Costs incurred by the ADOT, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

6. Attachment A and B are copies of the resolutions of the Arizona Department of Transportation and the Town Government of Oro Valley authorizing said parties to enter into this Agreement.
7. Attachment C and D are the written determinations of the attorneys for said parties that this Intergovernmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.
8. All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statutes, Section 38-511.
9. The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages in an amount under the jurisdictional limits set forth in Arizona Revised Statute 12-133.
10. All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

To ADOT at:

Arizona Department of Transportation
District II Administration
1221 S. 2nd Avenue, Box 27306
Tucson, AZ 85726

To the TOWN at:

Oro Valley Magistrate Court
ATTN: MAGISTRATE
10900 N. Stallard Place, Suite 100
Oro Valley, AZ 85704

or elsewhere as either party may from time to time designate by written notice to the other.

AG CONTRACT NO. RSK:KR8- 541-CIV

COVERAGE DOCUMENT NUMBER:

AM 143-9

ARIZONA MUNICIPAL RISK RETENTION POOL
APPENDIX A
MUNICIPAL GENERAL LIABILITY DECLARATIONS
Coverage is Provided by:
ARIZONA MUNICIPAL RISK RETENTION POOL
(Herein called the Pool)

Item 1. MUNICIPALITY and MAILING ADDRESS: Town of Oro Valley

Item 2. CONTINUOUS COVERAGE PERIOD:

Effective: _____

12:01 A.M. Standard Time at Mailing Address
Indicated on Common Coverage Declaration.

Rating Period: _____

To: _____

Item 3. THE COVERED PARTY IS:

_____ Municipality _____ Joint Venture _____ Other (Describe) _____

Item 4. LIMITS OF LIABILITY:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
APPENDIX A, THE POOL AGREES WITH YOU TO PROVIDE THE COVERAGE AS STATED IN
APPENDIX A, COVERAGE A, B AND C, SUBJECT TO THE FOLLOWING LIMITS OF LIABILITY:

EACH OCCURRENCE LIMIT	\$	<u>1,000,000</u>
PRODUCTS COMPLETED		
OPERATIONS AGGREGATE LIMIT	\$	<u>1,000,000</u>
FIRE DAMAGE LIMIT	\$	<u>50,000</u>
MEDICAL EXPENSE LIMIT	\$	<u>1,000</u>
MEDICAL EXPENSE AGGREGATE LIMIT	\$	<u>10,000</u>

Item 5. GENERAL LIABILITY DEDUCTIBLE: (Subject to General Aggregate, if any, shown
on Common Declarations)

BODILY INJURY AND PROPERTY DAMAGE: \$ 1,000 PER OCCURRENCE

OR

PROPERTY DAMAGE (ONLY): \$ _____

OR

OTHER: _____

Item 6. RETROACTIVE DATE:

COVERAGES A AND C (CLAIMS MADE BASIS) OF APPENDIX A DO NOT APPLY TO LOSS
OR DAMAGES WHICH OCCUR BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW:

RETROACTIVE DATE: 4/01/86

Item 7. ENDORSEMENTS ATTACHED TO THIS COVERAGE PART: AZMGL-41 (8/87), AZME431 (8/87),
AZ-EBPL-4 (8/87), GLO300, AZME446 (7/87), AZME447 (8/88), AZME448 (8/88)

COUNTERSIGNED _____

(Date)

BY

Kate R. R. R.

Administered by: RISK MANAGEMENT DIVISION, DEPARTMENT OF ADMINISTRATION,
STATE OF ARIZONA AND ITS CONTRACTOR: SOUTHWEST RISK
SERVICES, INC.

AMRRP

DEC-413 (7-87)

THIS AGREEMENT shall be filed with the Secretary of State and shall become effective on the date of such filing.

ARIZONA DEPARTMENT
OF TRANSPORTATION

TOWN OF ORO VALLEY

Gary K. Robinson
SIGNATURE

E. S. Engle
SIGNATURE

GARY K. ROBINSON
NAME PRINTED

E. S. Engle
NAME PRINTED

Chief Deputy State Engineer
TITLE

Mayor
TITLE

3/14/89
DATE

3/7/89
DATE